

CITY CHINA MAIL

Established February, 1846.

Vol. XLIII. No. 7361.

八十八年三月十八日

HONGKONG, FRIDAY, MARCH 18, 1887.

日四月二年亥丁

PRICE, \$2 PER MONTH.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALIAS, 11 & 12, Clerkenwell Lane, Lombard Street, R. C. George STREET & CO., GENEVA, GORDON STREET, LONDON, ETC. BIRCH & CO., 37, Walbrook, E.C. SAMUEL DEACON & CO., 150 & 154, London Wall, W. M. WILLIS, 161, Cannon Street, E.C. PARIS AND EUROPE.—AMBERT PRINCE & CO., 36, Rue Lafayette, Paris. SINGAPORE, STRAITS, &c.—SAVAGE & CO., Square, Singapore. C. HIRSCHMANN & CO., Manila. CHINA.—MACAO, F. A. DE CRUZ, Souto, QUEIROZ & CO., Angra, N. MOALHE, Funchal, HEDGE & CO., Shapton, LANE, CRAWFORD & CO., and KELLY & WALSH, Yokohama, LANE, CRAVEN & CO., and KELLY & CO.

BANKS.

NOTICE.

RULES OF THE HONGKONG SAVINGS' BANK.

1.—The business of the above Bank will be conducted by the Hongkong and Shanghai Banking Corporation, on their premises in Hongkong. Business hours on week-days, 10 to 3; Saturdays, 10 to 1.

2.—Sums less than \$1, or more than \$250, at one time will not be received, No depositor may deposit more than \$2,500.

3.—Depositors in the Savings' Bank having \$100 or more at their credit may, at their option transfer the same to the Hongkong and Shanghai Banking Corporation on fixed deposit for 12 months at 5 per cent. per annum interest.

4.—Interest on the rate of 3½ per cent. per annum will be allowed to depositors on their daily balances.

5.—Each Depositor will be supplied gratis with a Pass-Book which must be presented with each payment or withdrawal. Depositors must make any entries they have in their Pass-Books and shall send them on and after DATED NEXT the 21st February, at the Offices of the New Oriental Bank Corporation, Limited.

6.—Correspondence as to the business of the Bank if marked on Hongkong Savings' Bank Business is forwarded free by the various British Post Offices in Hongkong and China.

7.—Withdrawals may be made on demand,

but the personal attendance of the depositor or his duly appointed agent, and the production of his Pass-Book are necessary.

For the HONGKONG & SHANGHAI BANKING CORPORATION,

JOHN WALTER, Acting Chief Manager.

Hongkong, June 7, 1887.

764

Entertainment.

THEATRE ROYAL,
CITY HALL.

Under the Patronage of Captain Dunlop and Officers of H.B.M.'s. Cavalry.

THE LEO MINSTREL TROUPE
OF
H. M. S. LEANDER
will give

A PERFORMANCE
in the above Hall
the 19th Instant.

TO-MORROW EVENING,
the 19th Instant.

PRICES OF ADMISSION:
Dress Circle and Front Seats, \$1.00.
Stalls—Centre Seats, \$0.60.
Stalls—Back Seats, \$0.20.

Doors open at 8.30. Commence at 9 p.m.

Tickets can be had at Messrs. Kelly & Walsh, Limited, where Seats may be secured.

Mr. C. LEITCHBIDGE, Esq.,
Manager.

Lieut. R. BLOMFIELD, Esq.,
Hon. Secy. & Treasurer.

Hongkong, March 18, 1887.

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Intimations.

ORIENTAL BANK CORPORATION IN LIQUIDATION.

PAYMENT OF 4TH DIVIDEND.

A FOURTH DIVIDEND of 6½ PER CENT. ON ALL CLAIMS against the Hongkong Branch of the Oriental Bank Corporation, which have been agreed upon by the Directors, will be paid on and after DATED NEXT the 21st February, at the Offices of the New Oriental Bank Corporation, Limited.

The 4th Dividend is payable on all Claims on which previous Dividends have been paid.

CREDITORS are requested to apply to the Bank for their Dividends and to produce the letter they hold from the Official Liquidator, admitting their Claims, in order that the payment of the 4th Dividend, may be made up at least twice a year, about the beginning of January and beginning of July.

Correspondence as to the business of the Bank if marked on Hongkong Savings' Bank Business is forwarded free by the various British Post Offices in Hongkong and China.

Withdrawals may be made on demand,

but the personal attendance of the depositor or his duly appointed agent, and the production of his Pass-Book are necessary.

For the HONGKONG & SHANGHAI BANKING CORPORATION,

JOHN WALTER, Acting Chief Manager.

Hongkong, June 7, 1887.

764

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, \$7,500,000

RESERVE FUND, \$4,500,000

RESERVE LIABILITY OF PBO, \$7,500,000

PROVISIONS, \$7,500,000

COFFICE OF DIRECTORS.

Chairman—M. GROTE, Esq.

Deputy Chairman—O. D. BOTTOMLY, Esq.

Hon. J. BELL IRVING, Esq.

H. F. DABBY, Esq.

H. L. DALEYMPLE, Hon. A. P. MCLEWEN,

Esq.

H. HORPIUS, Esq.

A. MOLVER, Esq.

Hon. F. D. SASSON,

Chief Manager.

Hongkong, Thomas JACKSON, Esq., Acting Chief Manager.

MANAGER.

Shanghai—EVAN CAMERON, Esq.

LONDON BANKING—London and County Bank.

HONGKONG.

INTEREST ALLOWED.

ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

On Fixed Deposits:

For 3 months, 3 per cent. per annum.

6 " 4 per cent. "

12 " 5 per cent. "

LOCAL BANK DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

JOHN WALTER, Acting Chief Manager.

Hongkong, February 26, 1887.

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Notices of Firms.

NOTICE.

THE INTEREST and RESPONSIBILITY of the late Mr. GEORG THEODOR SIEMSEN in our Firm ceased on the 24th November, 1886, and that of Mr. PAUL GERHARD HUBBE on the 31st December, 1886.

Mr. JACOB RUFF has been authorized to sign our Firm per Procuration from this date.

SIEMSEN & Co.

Hongkong and China,

14th February, 1887.

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HONGKONG HOTEL.

NOTICE.

MR. C. M. ROBERTS, formerly with

Messrs. ALEXANDER & CO., Ltd.

London, has been appointed HOTEL MANAGER.

Mr. ROBERTS has been appointed MATRON.

By Order,

L. HAUSCHILD,

Secretary,

HONGKONG HOTEL CO., Ltd.

Hongkong, March 1, 1887.

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HONGKONG HOTEL.

NOTICE.

DURING my Absence Mr. A. S. GAETTI has been appointed Acting SECRETARY.

By Order,

W. H. RAY,

Secretary,

Hongkong, February 19, 1887.

307

DENTISTRY.

FIRST CLASS WORKMANSHIP.

Moderate FEES.

MR. WONG TAI-FONG,

Surgeon Dentist,

(Formerly ARTICLED APPRENTICE and LATERLY ASSISTANT TO DR. ROBERTS.)

At the urgent request of his European

and American patients and friends,

has TAKEN THE OFFICE formerly oc-

cupied by Dr. ROBERTS,

No. 2, DUDDELL STREET.

CONSULTATION FREE.

Discount to missionaries and families.

Sole Address:

2, DUDDELL STREET,

(Next to the New Oriental Bank.)

Hongkong, January 19, 1887.

307

HONGKONG HOTEL.

NOTICE.

GRIFFITH'S

PHOTOGRAPHIC STUDIO.

1, DUDDELL STREET,

HONGKONG.

OPENING to EXPIRATION of LEASE, these

PREMISES will be CLOSED in

MARCH next.

Mr. GRIFFITH requests of those who have

favoured him with sittings and desiring

more Copies that they will forward him

their Orders at earliest date, and he would

be glad to Lesser suitable Premises in a

good Central position.

Hongkong, January 20, 1887.

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HONGKONG HOTEL.

NOTICE.

DISCOUNT to Missionaries and Families.

Sole Address:

2, DUDDELL STREET,

(Next to the New Oriental Bank.)

Hongkong, January 19, 1887.

307

HONGKONG HOTEL.

NOTICE.

DISCOUNT to Missionaries and Families.

Sole Address:

2, DUDDELL STREET,

(Next to the New Oriental Bank.)

Hongkong, January 19, 1887.

307

HONGKONG HOTEL.

NOTICE.</h

Notices to Consignees.

NOTICE TO CONSIGNEES.
S.S. LENNOX, FROM GLASGOW,
LIVERPOOL, PENANG AND
SINGAPORE.

CONSIGNERS of Goods are hereby informed that all Goods are being landed at their risk into the Godowns of the Kowloon Wharf & Godown Co. at Kowloon, whence and/or from the Wharves delivery may be obtained.

Optional Cargo will be forwarded, unless notice to the contrary be given before 4 p.m. To-day.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 25th Instant will be subject to rent at the rate of one cent per package per day.

All Claims against the Steamer must be presented to the Underwriters on or before the 24th Instant, or they will not be recognized.

No Fire Insurance has been effected. Bills of Lading will be countersigned by

ADAMSON, BELL & CO.,
Agents.

Hongkong, March 17, 1887. 487

FROM LONDON, PENANG AND
SINGAPORE.

THE S.S. Glenfalloch having arrived from the above Ports, Consignees of Cargo by her and by the S.S. *Lydgate Hall* from New York, are hereby informed that their Goods, with the exception of Opium, are being landed at their risk into the Godowns of the Underwriters, whence and/or from the Wharves or Boats delivery may be obtained.

Optional Cargo will be forwarded, unless notice to the contrary be given before 2 p.m. To-morrow, the 15th Instant.

Cargo remaining undelivered after the 22nd Instant will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by

JARDINE, MATHESON & CO.

Hongkong, March 14, 1887. 470

NETHERLANDS INDIA STEAM
NAVIGATION COMPANY, LIMITED.

FROM SURABAYA, SAMARANG,
BATAVIA, SINGAPORE & SAIGON.

THE Company's S.S. *Boyne*, having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods are being landed at their risk into the Kowloon Wharf & Godown Company's West Point Godowns, whence delivery may be obtained.

Cargo remaining undelivered after the 22nd Instant will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by

JARDINE, MATHESON & CO.,
Agents.

Hongkong, March 15, 1887. 474

SHIRE LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

S.S. FLINTSHIRE, FROM HAMBURG,
LONDON AND SINGAPORE.

CONSIGNERS of Goods are hereby informed that all Goods are being landed at their risk into the Godowns of the Kowloon Wharf & Godown Co. at Kowloon, whence and/or from the Wharves or Boats delivery may be obtained.

Optional Cargo will be forwarded, unless notice to the contrary be given before 4 p.m. To-day.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 23rd Instant will be subject to rent at the rate of one cent per package per day.

All Claims against the Steamer must be presented to the Underwriters on or before the 23rd Instant, or they will not be recognized.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by

ADAMSON, BELL & CO.,
Agents.

Hongkong, March 16, 1887. 480

To-day's Advertisements.

To-day's Advertisements.

NORDDEUTSCHER LLOYD.

NOTICE.

STEAM TO YOKOHAMA, KOBE AND
NAGASAKI.

(Passing through the INLAND SEA.)

The Co.'s Steamship
Cathay, Capt. W. von SCHUCKMANN, will leave for the above Ports on or about the 25th Instant.

For further Particulars, apply to

MELCHERS & CO.,
Agents.

Hongkong, March 18, 1887. 496

NORDDEUTSCHER LLOYD.

NOTICE.

STEAM TO SHANGHAI.

The Co.'s Steamship
Bayern, Capt. J. S. Sander, will leave for the above place about 24 hours after arrival with the outward German Mail.

For further Particulars, apply to

MELCHERS & CO.,
Agents.

Hongkong, March 18, 1887. 495

NORDDEUTSCHER LLOYD.

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Agents.

Hongkong, March 18, 1887. 495

NORDDEUTSCHER LLOYD.

NOTICE.

STEAM TO BOMBAY, MADRAS, CALCUTTA, AND
AUSTRALIA.

N.B.—Cargo can be taken on through Bills

of Lading for BATAVIA, PERSIAN GULF PORTS, MARSEILLE, TRIESTE, HAMBURG, NEW YORK AND BOSTON.

SPECIE ONLY LANDED AT PLYMOUTH.

(THE PENINSULAR AND ORIENTAL STEAM
NAVIGATION COMPANY'S Steamship
CHINAMAN, Captain Rover, with
Her Majesty's Mail, will be despatched from this for LONDON, via BOMBAY
and SUEZ CANAL, on TUESDAY, the 29th March, at 4 p.m.

Cargo will be received on board until

10 a.m. on the 28th March.

Parcels and Specie (Gold) at the Office

until Noon on the 29th March.

Tea, Silk and Vatables for Europe

will be transhipped at Colombo; General Cargo for London will be conveyed via Bombay without transhipment, arriving

one week later than by the ordinary direct route via Colombo.

For further Particulars regarding

FREIGHT and PASSAGE, apply to

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Office, Hongkong.

The Contract and Voyage Packages are

reserved to be delivered prior to departure.

Shippers are particularly requested to note the terms and conditions of the Company's Bills of Lading.

Passengers desirous of insuring their baggage can do so on application at the Company's Office.

E. L. WOODIN,
Acting Superintendent.

Hongkong, March 18, 1887. 493

Vessels Advertised as Loading.

SHIPPING.

ARRIVALS.

March 18, 1887.—

Zafiro, British steamer, 675 R. M. Talbot, Manila March 15, General—Russell & Co.

Falkenburg, German str. 988, W. Dreyer, Saigon March 13, Rice—MELCHERS & CO.

Kuang Lee, Chinese str. 1,508, Wells, Shanghai March 16, General—O. M. S. N. Co.

Nisipo, British steamer, from Whampoa.

Lombardy, British steamer, 1,720 G. C. Brookes, Bombay February 28 and Singapore, General—P. & O. S. N. Co.

Partridge, British steamer, 254, Slave, Pakhoi March 16, and Howlow, 17, General—ADAMSON, BELL & CO.

Monocle, American gunboat, from Canton.

Caution, British steamer, 1,110, J. Brommer, Shaw, Nai March 15, General—J. A. DINE, MATTHEWS & CO.

DENTURES.

March 18.—

Rio Lima, Portuguese gunboat, for Macao, Taveiga, Portuguese gunboat, for a cruise.

Tschen, for Yokohama.

Teakarts, for Nagasaki.

Thales, for Coast Ports.

Bothwell Castle, for Saigon.

Titan, for Amoy and Shanghai.

Citron, for Saigon.

Kwang Lee, for Whampoa.

Borneo, for Amoy.

Astington, for Chittagong.

Mongku, for Swatow and Bangkok.

CHARTERED.

Faugh Balough, for Taiwanfon.

Signal, for Hoilow.

Snooker, for Hoilow and Pakhoi.

Arvo, for Saigon.

Proto, for Bangkok.

PASSENGER.

ARRIVED.

Per Zafiro, from Manila, His Excellency Sr. Don I. M. Yearree and Mrs. Yearree, Miss Pal Gutin, Mr. and Mrs. Sawyer and Mr. and Mrs. C. Frissell, Messrs. O. Von Sulon, Wiencke, Marcaida, and Capt. McFallen, 7 Europeans, and 120 Chinese.

Per Falkenburg, from Saigon, 7 Chinese.

Per Kwang Lee, from Shanghai, 39 Chinese.

Per Lombardy, from Singapore, &c., 30 Chinese.

Per Partridge, from Pakhoi, &c., 15 Chinese.

Per Canton, from Shanghai, 20 Chinese.

DEPARTURE.

Per Tealton, from Shanghai: for London, Miss Melton, Mrs. Lester, and 2 children, Rev. and Mrs. Bamford, Mrs. Baynes, and 2 others.

Per Tea, Silk and Vatables, for Europe

will be transhipped at Colombo; General Cargo for London will be conveyed via Bombay without transhipment, arriving

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E. L. WOODIN,
Acting Superintendent.

Hongkong, March 18, 1887. 490

SHARE LIST.—QUOTATIONS.

MARCH 18, 1887.

Stocks.

Nos. of Shares

Face Value

Paid-up

Position per Last Report

Reserve

Balance, fwd.

Last Dividend

Closing Quotations, Cash.

BANKS.

Hongkong and Shanghai Bank Corp.

60,000 \$ 125 all \$ 4,500,000

2513.43 at 30/ for 1 year

to Dec. 31/86

146 % prem.

to Dec. 31/86

146 % prem.

to Dec. 31/86

Port, and they were also to send a copy of that certificate by some other vessel direct to the Customs at the port concerned.

Modifications would have been made on this plan if the general outline had been acceptable to the Hongkong Government—such as refusing duty on opium consumed in the Colony—or shown to have been exported to places other than China. Another was that the Hulks should be placed under the British flag.

Under instructions from Her Majesty's Government, the British Consul General did not hesitate to give his first proposal and did not take it into consideration. It is needless to enter into the arguments for and against the Hull plan, as it appeared to the Hongkong Commissioner to be, even with considerable modifications, of a nature that could not be sanctioned by the Government of this Colony. However, as it was desirable to help the Chinese Government to collect their Opium Revenue if we could do so without injury to ourselves, Mr Russell submitted to the Commission certain proposals which he had long had under consideration. These proposals were accepted by the Executive Government. Subsequent discussion led to further modifications, and the final arrangement arrived at is as follows:

The Memorandum of Agreement was transmitted by the Office Administering the Government to the Imperial Government, to the Viceroy of India, and to Her Majesty's Minister at Peking, with a Confidential Report drawn up by Mr. Russell.

By a Confidential Dispatch dated 21st January last, the Secretary of State for the Colonies conveyed to the Officer Administering the Government the approval of Her Majesty's Government of the course taken in this matter, and sanctioned the introduction of the Draft Ordinance prepared by Mr. Russell, by which it is proposed and important document, which has received the approbation of the Executive Government, to the Secretary of State for India and the Secretary of State for the Colonies; but I am unable to lay it before the Council, because it is strictly confidential.

I propose, however, that the memorandum meet at the Executive Council here on Tuesday next, and the report will be read to them.

CORRESPONDENCE AGAINST THE WHIPPING BILL.

The Acting Colonial Secretary laid on the table correspondence in connection with the Bill entitled an Ordinance empowering the Courts to award whipping as a further punishment for certain crimes. He explained that only these paragraphs in the original draft of the memorandum which related to that Bill have been altered. The other paragraphs related to the prison, but not to the subject before the Council. (The Correspondence will be found in another column.)

A telegram recently received from Her Majesty's Minister at Peking conveys the information that these equivalent arrangements with Macao have been concluded, and that from 1st April next all duties on goods exported by junks from Hongkong and Macao—not those on Opium only as contemplated by the Additional Article—will be collected by the Inspector-General's Department. The Stations at the entrance to the Harbour and that of Macao will therefore in future be under a Consul General of the Imperial Government instead of the Hulks and Land Board for formerly.

The Officer Administering the Government therefore lays on the table, to be read a first time, the Draft Ordinance which will carry out the conditions mentioned in the Memorandum of Agreement, and which will, it is expected, protect and improve the Opium Excise Revenue of the Colony. It is practically the same measure as has been in force in the Straits Settlements for years past, and which has worked so well that Singapore alone obtains about \$86,000 a month from the Opium Farmers. It is confidently anticipated moreover that when this arrangement has been carried out, all grounds will be removed for the complaints that were so frequent some years ago of the vexatious proceedings of the Native Customs Officers at the stations here.

The duties to be levied at these Stations will be according to a fixed tariff instead of an uncertain and variable one, as they have hitherto been alleged to be, and it is provided that in case of any dispute the Governor of Hongkong can depute an Officer to make enquiry into the matter in conjunction with the Commissioner of the Imperial Customs.

MEMORANDUM OF the basis of Agreement arrived at after discussion between Mr. James Russell, Persian Judge of Hongkong; Sir Robert Hart, K.O.M.G., Inspector-General of Customs, and Shao Tso Tai, Joint Commissioners for China; and Mr. Byron Brown, Her Majesty's Consul at Tientsin, in pursuance of Article 7 Section III of the Agreement between Great Britain and China, signed at Chefoo on the 19th September, 1876, and of Section 9 of the Additional Article to the said Agreement, signed at London on the 18th July, 1885.

Mr. Russell undertakes that the Government of Hongkong shall submit to the Legislative Council an Ordinance for the regulation of the trade of the Colony in Raw Opium subject to conditions herein set forth, providing:

1. For the prohibition of the import and export of Opium in quantities less than one cwt.

2. For rendering illegal the possession of Raw Opium, its custody or control in quantities less than one cwt except by the Opium Farmer.

3. That all Opium arriving in the Colony be reported to the Harbour Master, and that no Opium shall be transhipped, landed, stored or moved from one store to another, or re-exported without a permit from the Harbour Master, and notice to the Opium Farmer.

4. For the keeping by Importers, Exporters, and Godown Owners in such form as the Governor may require, books showing the movement of Opium.

5. For taking stock of quantities in the Opium Farmer's custody or for furnishing to the Harbour Master returns of stocks.

6. For amendment of Harbour Regulations, as to the right clearance of junks.

The conditions on which it is agreed to submit the Ordinance are:

1. That China agrees with Macao for the adoption of equivalent measures.

2. That the Hongkong Government shall be entitled to repeal the Ordinance if it is found to be injurious to the Revenue or to the legitimate trade of the Colony.

3. That an Officer under the Foreign Inspectorate shall be established on Chinese Territory at a convenient spot on the Kowloon side for sale of Chinese Opium Duty Certificates, which shall be freely sold to all comers, and for such quantities of Opium as they may require.

4. The Ordinance is to be submitted by such a date, at the rate of not more than One 100 per cwt, shall be free from all further imposts of every sort, and have all the benefits stipulated for by the Additional Article behalf of Opium on which duty has been paid at one of the ports of China; and that it may be made up in sealed parcels at the option of the purchaser.

5. That junk trading between Chinese ports and Hongkong, and their cargoes shall not be subject to any dues or duties in excess of those leviable on junks and their cargoes, trading between Chinese ports and Macao, and that no dues whatsover shall be demanded from junks coming to Hongkong from ports in China proceeding from Hongkong to ports in China, over and above the dues paid on payable at the ports of destination destination.

6. That the Officer of the Revenue, who will be responsible for the management of the Kowloon Office, shall investigate and settle any complaints made by junks trading with Hongkong against the Native Customs.

Now that we have got these new

conditions, which are far more favourable to us than the old ones, I believe that this resolution will meet with no objection; and therefore I beg to move the resolution I have read.

Hon. Mr. Ryrie.—My learned friend has so clearly and so fully explained the reasons why the Coroner's jury should be done away with, that he has left little for me to say. If this resolution is passed, and a new ordinance abolishing Coroner's Juries introduced, it will be necessary for the approval of a Royal Charter, and above all the dues paid on payable at the ports of destination destination.

6. That the Officer of the Revenue, who will be responsible for the management of the Kowloon Office, shall investigate and settle any complaints made by junks trading with Hongkong against the Native Customs.

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neighbourhood, and that the Governor of Hongkong, if he deems it advisable, shall be entitled to send a Hongkong Officer to be present at, and assist in, the investigation and decision.

If however they do not agree a reference may be made to the Authority at Peking for a joint decision.

Sir Robert Hart, indorses on behalf of himself and Shao Tso Tai, (who was compelled by unavoidable circumstances to absent himself from the sitting of the Commission), that the Chinese Government had agreed to the above conditions.

The Acting Colonial Secretary seconded, and the bill was read a first time.

Signed J. RUSSELL, Persian Judge of Hongkong.

(Signed) ROBERT HART, Inspect. Gen. of Customs, China.

(Signed) BYRON BROWN, H.B.M.'s Consul at Tientsin.

His Excellency—Reference is made in this Minute to a confidential despatch by Mr. Russell. It is a very old and important document, which has received the approbation of the Executive Council here on Tuesday last, and the report will be read to them.

The Acting Colonial Secretary seconded, and the bill was read a first time.

SIGNED J. RUSSELL, Persian Judge of Hongkong.

(Signed) ROBERT HART, Inspect. Gen. of Customs, China.

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(Signed) ROBERT HART, Inspect. Gen. of Customs, China.

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SUPREME COURT.
IN SUMMARY JURISDICTION.
(Before Mr Justice Russell, *Puisne Judge*.)

Friday, March 18.

B. E. DEAR T. HON. J. BELL-IRVING, AND
ANOTHER, \$440.—JUDGMENT.

His Lordship delivered the following judgment in this case this morning:—

The plaintiff claims payment of \$440.13

—\$27.16, for salary earned and due for the month of February, 1886. The plaintiff engaged himself in London in Jan-

uary, 1882, as Insurance clerk, or in any

other capacity in which he might be re-

quired by the defendant's firm in China or Japan, for a period of three years. The sal-

ary to be paid from date of arrival and to be paid at the rate of \$750 per annum; for

the first two years, and \$800 for the third year. The salary was to be paid quarterly.

By the 6th clause of the agreement it was stipulated, that if the defendants' firm wished to retain the plaintiff's services they could do so for any term not exceeding two years at the rate of \$250 per annum.

The firm was to give notice and specify the ex-

tended term for which it intended such extension.

The plaintiff's term of

this year commenced on the 26th March, 1886,

and no notice had been given of any ex-

tended term, and no new arrangement was

made varying the amount of salary which had

been set out in the 6th clause of the written

agreement. It seemed to be mutually un-

derstood that the plaintiff was to continue

at the advanced salary. If the defendants

intended to insist on plaintiff remaining on,

they should have given notice, and failing

to do so the contract was, at an end at the

plaintiff's option. But his option was to

remain, and he did so without asking better

terms. On the 26th November the plaintiff

learned from Mr Bell-Irving—who is a

director of the Union Insurance Company

—that he intended applying

to a special agent at Melbourne. The plaintiff

thought the appointment would suit him,

and next day he begged Mr Bell-Irving's

support to an application which he intended

to make for the post, and [Mr Bell-Irvin-

ing promised to consider the matter. On

the 1st December, Mr Bell-Irving wrote a

note to the effect that the appointment of

a special agent might depend on the out-

come of some Conferences going on in Lon-

don, but that he did not see his way in any

case to his leaving the Canton and going to

the Union Insurance Co. as their special

agent at Melbourne, and that probably if

the Union sent a man the Canton would

send one, and that if Mr Bell-Irving would

not like the bill, the plaintiff would

then take action against the plaintiff.

From the report of this case it would seem that the Judge in the first instance did not re-

member that there had been payment made

from time to time to him of salary.

In the present case instead of dismissing

him or treating his engagement to the

Union Insurance Company as a breach of

contract the defendants on the 1st February

told the plaintiff that the month's pay was

not yet due, and accepting his services for

their own convenience allowed him to go on

with his work. Was there not then an im-

plication to the effect that when he had

earned his month's pay "he would get it?"

I think there was, and that the plaintiff

had not fulfilled his master, but that he had threatened his master, but the same Judge Lord Tenby dismissed the plaintiff's application for the grant of a new trial, and pointed out to the plaintiff's

counsel that an action would lie against the

defendant for breach of contract.

The attention of Advertisers is directed

to a weekly newspaper, which is circulated

among old China hands and others, both

on land and in the Far East, who do not

take the daily journals.

The Overland China Mail will be regularly

published by the Chinese Mail Office to sub-

scribers, on their addresses being forwarded

to us.

SUBSCRIPTION: \$12.00, postage, \$1.00

"Quarter," "3.00," "0.25

"Single Copy," "0.30."

Chinese Mail Office, Hongkong.

There was no evidence of custom and the

plaintiff recovered. There is no custom

here as to notices, and I am of opinion that

the contract could not be legally put at

an end to by notice on the part of either

party. The defendant has brought his month's

notice, or dismissed him with 3 months'

notice, —it likely that a jury would have

thought such notice or pay sufficient

in an action for wrongful dismissal? It

seems to me clear that they would have

a fund of knowledge gleaned over the

champagne froth and under the fumes of

the friendly cigar; and if they have the

means of sifting and digesting the story

they will render themselves thereby better

fitted for transacting foreign business than

they have ever been.

On Friday, Feb. 18th, the ladies graced

the bewigged with their presence, and

were much commended at 3.30. We

had two games, each side winning once

each. Mrs Palm made the brilliant score of 73,

which has only been beaten once before,

so the defendants might have had a co-ex-

tensive and conuntrary remedy against

the plaintiff for his breach of contract. In

the original contract they provided against

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